

1100
BILL NO. S-72-08-08

SPECIAL ORDINANCE NO. S- 72-72

AN ORDINANCE approving a contract with DIEHL PUMP & SUPPLY COMPANY for furnishing water pumping equipment in connection with Federal Grant Project 11020 GYU, Section III.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The contract approved the City of Fort Wayne, by and through its Board of Public Works, and DIEHL PUMP & SUPPLY COMPANY, for:

Storm Water pumping equipment in connection with Federal Grant Project 11020 GYU, Section III

for a total cost of \$52,889.00, all as more particularly set forth in said contract, which is on file in the office of the Board of Public Works and is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

*Approved by the Board and Legality
James H. Leggett
Council - 7/2/72*

Read the first time in full and on motion by Moses seconded by Jolues and duly adopted, read the second time by title and referred to the Committee on Public Works (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City County Building, Fort Wayne, Indiana, on the _____ day of _____, 19____, at _____ o'clock P.M., E.S.T.

Date: 8-8-72 Charles W. Mittermeyer
CITY CLERK

Read the third time in full and on motion by Moses seconded by Hinga and duly adopted, placed on its passage. Passed (~~LOSE~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
Burns	<input checked="" type="checkbox"/>	_____	_____	_____
Hinga	<input checked="" type="checkbox"/>	_____	_____	_____
Kraus	<input checked="" type="checkbox"/>	_____	_____	_____
Nuckols	<input checked="" type="checkbox"/>	_____	_____	_____
Moses	<input checked="" type="checkbox"/>	_____	_____	_____
Schmidt, D.	<input checked="" type="checkbox"/>	_____	_____	_____
Schmidt, V.	<input checked="" type="checkbox"/>	_____	_____	_____
Stier	<input checked="" type="checkbox"/>	_____	_____	_____
Talarico	<input checked="" type="checkbox"/>	_____	_____	_____

Date 9/12/72 Charles W. Mittermeyer
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning Map) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. 4-72-72 on the 12th day of September, 19 72.

ATTEST: (SEAL)
Charles W. Mittermeyer John Nuckols
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of September, 19 72 at the hour of 9:00 o'clock A. M., E.S.T.

Charles W. Mittermeyer
CITY CLERK

Approved and signed by me this 13th day of September, 197 2 at the hour of 11:30 o'clock A. m., E.S.T.

Dean A. Lebar
MAYOR

Bill No. S-72-08-08

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with DIEHL PUMP & SUPPLY COMPANY
for furnishing water pumping equipment in connection
with Federal Grant Project 11020 GYU, Section III.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr., Chairman

William T. Hinga, Vice-Chairman

Samuel J. Talarico

Eugene Kraus, Jr.

Donald J. Schmidt

Winfield C. Moses Jr.
William T. Hinga
Samuel J. Talarico
Eugene Kraus Jr.
Donald J. Schmidt

DATE 9-12-72 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS
City-County Building
Fort Wayne, Indiana 46802

58-244-14

August 1, 1972

Mr. David B. Keller
City Attorney
1310 Anthony Wayne Bank Building
Fort Wayne, Indiana

Dear Mr. Keller:

Please prepare an Ordinance to be introduced in the Common Council Tuesday, August 8, 1972, for the following:

CONTRACT with DIEHL PUMP & SUPPLY COMPANY for furnishing storm water pumping equipment in connection with Federal Grant Project 11020 GYU, Section III

Yours truly,

Jerry D. Boswell
Ronald L. Bonar
William G. Williams
BOARD OF PUBLIC WORKS

Enc. copy of contract

/rs

C O N T R A C T

THIS CONTRACT, made the _____ day of _____, 19____, by and between DIEHL PUMP & SUPPLY COMPANY of Louisville, Kentucky, hereinafter called the "Contractor" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, and transportation services required to perform and complete in a workmanlike manner the furnishing of pumping equipment as described in the Proposal received February 15, 1972, for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by Henry B. Steeg & Associates, Inc., Engineers, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of

FIFTY TWO THOUSAND EIGHT HUNDRED

EIGHTY NINE AND NO/100

Dollars (\$ 52,889.00).

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal and Proposal Supplements
3. Advertisement
4. Specifications, Including Addendum No.
 - a. Information for Bidders
 - b. Detailed Specifications
5. Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. TIME OF COMPLETION. The Contractor hereby agrees to complete the furnishing of equipment, ready for installation in all respects, within a period of ~~sixty (60)~~ consecutive calendar days from and including the date of this document.

ARTICLE V. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship of pumping equipment and appurtenances furnished, which may or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

ARTICLE VI. Guarantee provisions under Article V and all other provisions under this contract shall include the use and benefit of any assignee of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

DIEHL PUMP & SUPPLY COMPANY

Contractor

Attest:

Gene H. Hoyer

Secretary
Title

By

Jerome T. Mosley
Sales Representative
Title

(SEAL)

CITY OF FORT WAYNE, INDIANA

Attest:

Edna L. Smith
Clerk
Title

Dr. Brance
Ronald W. Brance
William B. Brance

Board of Public Works

APPROVED AS TO FORM AND LEGALITY

Karl B. Allen
CITY ATTORNEY

drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time I accept title to said real estate, unless otherwise specified and agreed to by me.

7. I hereby represent that my intended use of the said real estate requires a zoning classification of ~~Classified~~ and this Agreement to Purchase is contingent on the said real estate being in such use district.

8. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and me, our heirs and personal representatives.

9. I hereby deposit with you agent, the sum of \$ 2700, to be used as earnest money in this transaction, and upon your written acceptance of this Agreement to Purchase, I will deposit with you said agent additional earnest money in the sum of \$, all of which earnest money is to apply to the cash payment provided for at the time of the closing of this transaction. If this Agreement to Purchase is not accepted in writing by you on or before the 22 day of July, 1922, then the same shall be null, void and of no force and effect, and any earnest money deposited hereunder will be returned to me without delay. If this Agreement to Purchase is accepted by you and I fail to complete this purchase as agreed, my earnest money shall be forfeited to you as liquidated damages which shall be your sole remedy at law or in equity.

CITY OF FORT WAYNE, INDIANA
Buyer: Joe Bondy Utark Buyer: Ronald B. Brown
Address: 1000 1/2 S. Broadway Address: Ronald B. Brown
Phone: 248-1234 Phone: + 248-1234

I, Joe Bondy Utark, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$ 2700, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this 22 day of July, 1922.

The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof

and also agree to pay our said agent a commission of \$ 540, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until the final closing of this transaction.

Dated this 22 day of July, 1922.
Seller: SELDON SHIELDS Seller: SELDON SHIELDS
Address: SELDON SHIELDS Address: SELDON SHIELDS
Phone: SELDON SHIELDS Phone: SELDON SHIELDS

I, SELDON SHIELDS, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$ 2700, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this 22 day of July, 1922.